



MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Larry J. Montellh, Executive Officer  
Clerk of the Board of Supervisors  
383 Hall of Administration  
Los Angeles, California 90012

Director of Internal Services  
Director of Health Services

At its meeting held May 25, 1993, the Board took the following action:

66

The following matter was called up for consideration:

Director of Internal Services' joint recommendation with the Director of Health Services to approve agreements with Turner Construction Company, for a fee not to exceed \$5,929,548, and O'Brien-Kreitzberg & Associates, Inc., for a fee not to exceed \$3,992,963, to provide construction project management support services for the LAC + USC Medical Center Replacement Project (1).

Supervisor Molina made the following statement:

"Agenda Item No. 34 on today's agenda is a consultant services agreement for construction management services for the replacement of the LAC + USC Medical Center. While it is important that this contract move forward, we should ensure that the terms are able to be renegotiated downward if the County's fiscal situation so requires.

"On January 26, 1993, the Board ordered the Chief Administrative Officer to work with Department Heads to negotiate suspension of 1993-94 cost-of-living increases with contractors. Although this contract does not include cost-of-living increases, it is important that the County be able to open renegotiations should it become necessary to achieve budget reductions."

(Continued on Page 2)



May 13, 1993

EXECUTIVE SUMMARY

William F. Stewart  
Director

Joan Ouderkirk  
Chief Deputy

CONSTRUCTION PROJECT MANAGEMENT SERVICES AGREEMENT  
LAC + USC MEDICAL CENTER REPLACEMENT PROJECT  
(3 VOTES) (1)

REQUEST

Facilities Operations

Information Technology

Purchasing and Central Services

Approve separate contracts for construction management services with Turner Construction Company and O'Brien-Kreitzberg & Associates, Inc.

Approve and instruct the Director of the Internal Services Department or his designee to execute Consultant Services Agreements for construction project management services for an aggregate not-to-exceed fee of \$9,922,511.

Construction and Real Property Services

R. E. Abbott

Senior Deputy Director

FISCAL IMPACT

Approval of separate consultant services agreements will result in a savings of \$400,000 to the County.

Not-to-exceed \$5,929,548 for Turner Construction Company and \$3,992,963 for O'Brien-Kreitzberg & Associates.

The work will be funded by Bond Anticipation Notes (BANS). Sufficient funds are available in the current project appropriation for award of contracts.

The project will be long-term financed through Lease Revenue Bonds, Certificates of Participation, and SB 1732 funds.

ISSUES

Construction management support services are essential to facilitate fulfillment of eligibility requirements for SB 1732 funds.

Turner and O'Brien-Kreitzberg were appointed by your Board on December 22, 1992.

550 South Vermont Avenue  
Los Angeles, California 90020  
(213) 738-2001  
FAX (213) 738-2132



May 13, 1993

William F. Stewart  
Director

Joan Ouderkirk  
Chief Deputy

Facilities Operations

Information Technology

Purchasing and Central Services

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**CONSTRUCTION MANAGEMENT SERVICES AGREEMENT  
LAC + USC MEDICAL CENTER REPLACEMENT PROJECT  
(3 VOTES) (1)**

Construction and Real Property Service  
R. E. Acbar  
Senior Deputy Director

On October 9, 1990, your Board approved the Health Facility Replacement and Improvement Plan and a long-term capital improvement strategy for approximately 30 capital projects including the replacement of the LAC + USC Medical Center, providing for the development of a new 946-Bed Acute Care hospital to be constructed adjacent to the existing County hospital. The proposed total building area inclusive of inpatient and outpatient services is approximately 1.97 million square feet.

On December 22, 1992, your Board approved and appointed the firm Turner Construction Company (Turner), with O'Brien-Kreitzberg & Associates, Inc. as the major subconsultant to provide construction project management support services necessary to accomplish this large and highly complex project, and instructed the Directors of DHS and ISD to negotiate a long-term agreement with Turner through the end of the design phase. Your Board further instructed the Director of ISD to execute an initial Consultant Services Agreement with Turner for construction project management support services for a fee not to exceed \$460,160 while the long-term agreement was being negotiated.

550 South Vermont Avenue  
Los Angeles, California 90020  
(213) 738-2001  
FAX (213) 738-2132

The Honorable Board of Supervisors  
May 13, 1993  
Page 2

During the subsequent negotiations with Turner, the County encouraged the consultant to recommend cost saving methods which would benefit the project without reducing the proposed level of services. Accordingly, Turner has proposed that the County contract with each firm (Turner & O'Brien-Kreitzberg) directly, thereby reducing management, overhead, insurance, and other related costs. The net savings to the County by using this form of agreement are approximately \$400,000. Attachment C is a fee matrix describing the proposed cost savings to the County.

Turner Construction Company has agreed to perform the design phase services in Attachment A for a fee not to exceed \$5,929,548. O'Brien-Kreitzberg & Associates, Inc. has agreed to perform the design phase services in Attachment B for a fee not to exceed \$3,992,963. The firms complement each other through their demonstrated expertise in providing planning and construction project management services during the design of unique and complex health facility projects. Both firms have indicated their willingness to work together as single entity members integrated into the County's project delivery team. Thus, the duplicate requirements in the separate scopes of work for each consultant will be integrated into a single coordinated effort with appropriate contributions from each firm.

The proposed fees have been reviewed by the DHS and ISD project management staffs, are considered appropriate for the work and are in line with standards of the industry for similar services. Sufficient funds are available in the current project appropriation to award a Consultant Services Agreement for the work. This work will be funded by Bond Anticipation Notes (BAN's). The project is proposed to be long-term financed through Lease Revenue Bonds or Certificates of Participation.

DHS and ISD continue to strongly encourage the participation of minorities and Minority/Women-owned Business Enterprises (M/WBEs) in the project. Summaries of minority and M/WBE participation for each of the proposers, as previously reported to your Board, are included as Attachment D. Each consultant's minority and M/WBE fact sheet is included as Attachment E. A summary of each consultant's three-year contracting history with the County is included as Attachment F.



The Honorable Board of Supervisors  
May 13, 1993  
Page 3

THEREFORE, IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve separate contracts with the firms of Turner Construction Company and O'Brien-Kreitzberg & Associates, Inc. to provide construction project management support services for the LAC + USC Medical Center Replacement project.
2. Approve and instruct the Director of ISD or his designee to execute a Consultant Services Agreement with Turner Construction Company for construction project management support services for a fee not to exceed \$5,929,548.
3. Approve and instruct the Director of ISD or his designee to execute a Consultant Services Agreement with O'Brien-Kreitzberg & Associates, Inc. for construction project management support services for a fee not to exceed \$3,992,963.

The Honorable Board of Supervisors  
May 13, 1993  
Page 4

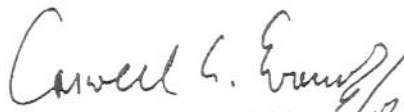
4. Instruct the Executive Officer of the Board of Supervisors to notify the Turner Construction Company, 555 West Fifth Street, Los Angeles, California 90013, and O'Brien Kreitzberg & Associates, Inc., 15821 Ventura Blvd., Suite 625, Encino, California 91436, of the Board actions taken.

Respectfully submitted,



WILLIAM F. STEWART  
Director

WFS:STS  
CW:en



ROBERT C. GATES  
Director

Attachments

c: Chief Administrative Officer  
Executive Officer, Board of Supervisors  
County Counsel  
Auditor-Controller  
Treasurer-Tax Collector  
Department of Health Services

(replace2)

ATTACHMENT A

CONSULTANT SERVICES AGREEMENT  
CONSTRUCTION MANAGEMENT SERVICES

SPECIFICATIONS NO. 5019  
LAC + USC MEDICAL CENTER REPLACEMENT PROJECT  
1200 NORTH STATE STREET  
LOS ANGELES, CALIFORNIA

CONSTRUCTION QUALITY AND CONTRACTING DIVISION  
INTERNAL SERVICES DEPARTMENT  
COUNTY OF LOS ANGELES, CALIFORNIA

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

BY AND BETWEEN

COUNTY OF LOS ANGELES, A body corporate and politic, hereinafter referred to as "County,"

AND

TURNER CONSTRUCTION COMPANY, hereinafter referred to as "Consultant"

The County has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide construction management support services for LAC+USC Medical Center Replacement Project, Specs. No. 5019.

The Consultant is a firm of recognized professionals with extensive experience and training in their specialized field. In rendering these services Consultant shall at a minimum exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert and technical services of a temporary and occasional character. The County has no available employees capable of performing such services for a temporary or occasional period; and

The parties hereto do mutually agree as follows:

1. Definition

"County" means either the County; the County, as agent for such joint powers authority or non-profit corporation as may be involved in the issuance of bonds, certificates of participation or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or non-profit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Attachment dated May 13, 1993.

3. Consideration

In consideration of the performance by the Consultant in a manner satisfactory to County of the services described in Paragraph 2 above including receipt and acceptance of such work by the Director of the Los Angeles County Internal Services Department (hereinafter called Director), County agrees to pay Consultant a

maximum fee of Five Million Nine Hundred Twenty Nine Thousand Five Hundred Forty Eight Dollars (\$5,929,548), total cost not to exceed such amount.

The County shall compensate the Consultant as follows:

a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by the Director, as stated in the Attachment dated May 13, 1993, up to a maximum of \$5,929,548. Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to the Director.

b. Supplemental Consultant Services will be provided for upon prior written authorization by the Director, and will be based on the Consultant's fee schedule on file with the Director.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services.

5. County's Responsibility

The County will make available Drawings, Specifications, and other records as available in County Internal Services Department file.

6. County's Representative

The Director or his authorized representative, shall represent the County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term and Termination

The terms of this Agreement shall commence on the date stipulated in the Notice to Proceed, and unless otherwise modified, shall terminate on the date that the work is accepted by the County. Such notice will be given by County to Consultant within 60 days after this Agreement is executed. County may at its sole option and discretion cancel or terminate this Agreement, without any liability other than payment for work already performed, up to the date of termination by giving 3 days written notice of such termination to Consultant. The Consultant shall be paid the reasonable value of his services rendered. In the event of any such termination by County, Consultant shall provide to County a termination report consisting of all drawings, specifications, reports and data accumulated to the date of such termination in a form capable of assimilation for use by County.

8. Indemnification

Consultant agrees to indemnify, defend and save harmless County, their Board of Supervisors, officers, agents and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with Consultant's negligent, willful or unlawful actions, operations or services hereunder including any Workers' Compensation suits, liability, or expense arising from or connected with services pursuant to this Agreement.

9. Insurance

Without limiting Consultant's indemnification of County, Consultant shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder:

- a. Liability: Such insurance shall be primary to and not contributing with any other insurance maintained by County, shall name the County of Los Angeles as an additional insured, and shall include, but not be limited to:
  - (1) Comprehensive General Liability insurance endorsed for Premises-Operation, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$1,000,000 per occurrence.
  - (2) Comprehensive Auto Liability endorsed for all owned and non-owned vehicles with a combined single limit of at least \$1,000,000 per occurrence.
- b. Workers' Compensation: A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services on behalf of Consultant and all risks to such persons under this Agreement.

Such insurance shall be provided by insurer(s) satisfactory to the County Risk Manager and evidence of such programs satisfactory to the County shall be delivered to County's representative on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that County is to be given written notice at least



thirty (30) days in advance of any modification or termination of any program of insurance. Failure on the part of Consultant to procure or maintain required insurance shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

10. Anti-Discrimination

The following provisions are required by Section 4.32.010 et seq. of the Los Angeles County Code:

Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries or holding companies are and will be treated equally by Consultant without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with State and Federal Anti-Discrimination laws. Consultant further certifies and agrees that it will deal with its Subcontractors, Bidders and Vendors without regard to or because of race, religion, ancestry, national origin or sex. Consultant agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by County.

Consultant specifically recognizes and agrees that if the County finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the contract. While the County reserves the right to determine individually that the anti-discrimination provision of the contracts have been violated, in addition a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated State or Federal Anti-Discrimination laws shall constitute a finding by County that Consultant have violated the anti-discrimination provisions of the contract.

At its option, and in lieu of cancelling, terminating or suspending the contract, County may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200.00) for each violation found and determined. County and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because, from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

11. Independent Contractor Status:

This Agreement is by and between the County of Los Angeles and Consultant and is not intended, and shall not be

construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant.

Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of Consultant pursuant to this Agreement.

12. Assignment

This Agreement shall not be assigned without the prior written consent of County. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

13. Forum Selection

Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by the Consultant, on Consultant's behalf or on the behalf of any subcontractor, which arises from this agreement or is concerning or connected with services performed pursuant to this agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

14. Conflict of Interest

No County employee whose position in County enables him to influence the award of this agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement.

15. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Contracts Administration  
County of Los Angeles  
Internal Services Department  
550 South Vermont Avenue  
Los Angeles, CA 90020  
(213) 738-2206

CONSULTANT

Turner Construction Company  
555 West Fifth Street  
Los Angeles, California 90013  
(213) 683-1430

The address for notice may be changed by giving notice pursuant to this paragraph.

16. Entire Agreement

This contract constitutes the entire Agreement between County and Consultant and may be modified only by further written Agreement between the parties hereto.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Director of the Internal Services Department, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers, the day, month and year first above written.

APPROVED AS TO FORM:  
DeWITT W. CLINTON  
County Counsel

TURNER CONSTRUCTION COMPANY

By \_\_\_\_\_  
Principal Deputy

By \_\_\_\_\_  
President

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
General Manager  
Internal Services Department

Attachment

(CATURN2.AG5)

## ATTACHMENT A

### CONSTRUCTION MANAGEMENT SERVICES AGREEMENT LAC + USC MEDICAL CENTER REPLACEMENT PROJECT (3 VOTES) (1)

Turner Construction Company

#### SCOPE

Consultant services shall consist of all services customarily provided by the consultant during the design phases of work. Work shall include pre-construction support to the County project delivery team as outlined in the County's Request for Proposals dated August 13, 1992 and in the Consultant's proposals dated December 8, 1992, and April 9, 1993, and shall include, but not be limited to the following listed services.

#### PROJECT MANAGEMENT

The Consultant shall provide an experienced Senior Capital Projects Manager to support the integrated Project Delivery Team and supervise all members of the Consultant's staff in direct response to the needs of the County's project management element. The Consultant shall be prepared to provide additional construction project management support if required by the County.

#### CONTRACT ADMINISTRATION

The Consultant shall assist in contract administration and management services including the counseling of project managers on contract administration matters, the maintenance of contract files, assistance in the preparation and review of contract-related correspondence, establishment and execution of claims avoidance procedures, and daily interface with Project Delivery Team cost/schedule controls elements to ensure compliance with administrative and regulatory requirements.

#### PRECONSTRUCTION PLANNING AND CONSTRUCTION PROJECT MANAGEMENT SUPPORT

The Consultant will participate as part of the Project Delivery Team which is responsible for Construction Project Management Services. The Consultant will assign a Construction Manager and supporting staff to provide services in the following areas:

Attachment A  
Page 2

- Constructability and Value Engineering reviews
- Regulatory agency approvals
- Project scheduling and cost estimating
- Site logistics and phasing of construction
- Bid packaging
- Development of General Conditions and General Requirements
- Monitoring and coordination of Architect's activities
- Monitoring and coordination of Consultant and Contractor activities
- Monitoring and coordination of facilities issues
- Marengo Garage construction management support
- Construction management support for "Make Ready Projects"

ESTIMATING

The Consultant shall provide the following estimates:

- A. Schematic Estimate - This estimate, prepared at the very earliest of the design phases, will be the first comprehensive estimate of the specific project design. This estimate will provide a first check-point with the project cost model projections and can serve as the basic cost target for the project.
- B. Design Development Estimate - This estimate will be based upon a detailed take-off of the final design development drawings. It will be in sufficient detail to provide a thorough review of the various design elements and include changes and revisions to the schematic design should this prove necessary or desired. This estimate will verify project costs and clearly document approved changes in scope and cost.

- C. Construction Drawing Estimate at 50% and 100% - These estimates will incorporate a detailed contract estimate for each of the various items of work, summarized in accordance with the procurement plan and contract packaging. They will be based on an analysis of the construction drawings and specifications, a detailed quantity survey of the materials required, and carefully appraised unit prices for labor and material, and will provide the final check on the budget before the bidding phase.

#### CHANGE CONTROL

The Consultant shall review and comment upon changes in the work submitted by contractors, architects and other consultants. The Consultant shall also assist in negotiating changes and reporting the impact of changes in terms of cost and schedule on a monthly basis for each project, and be prepared to conduct change order impact analysis using estimated costs and schedules.

#### DOCUMENT CONTROL

The Consultant shall implement the system to maintain all project related information in a master file for the project. The Consultant shall implement and maintain a system to control all documents, records, reviews and writings, and shall be prepared to expedite construction documents related to the projects. This system shall account for letters, memos, submittals, shop drawings, change orders, RFIs, RFQs, suspended correspondence and all other pertinent sources of information. The Document Control System shall be organized, indexed and cross-referenced with the established project work breakdown structure/chart of accounts. Where applicable, the Consultant shall maintain separate document control logs for each project and be prepared to summarize and report the monthly status of documents and activities for each project.



#### MASTER CALENDAR/MEETING MINUTES LOG

The Consultant shall maintain a master calendar of all significant events and meetings for the project and for the Project Delivery Team as a whole. The Consultant shall attend meetings as directed by the PM. For those meetings attended where directed by the PM, the Consultant shall prepare meeting notes in the prescribed format and ensure coordination of issues raised during the meetings with responsible staff elements. Meeting notes will be completed and issued to all parties concerned not later than three working days following the date the meeting occurred.

#### PREQUALIFICATION OF CONSTRUCTION CONTRACTORS

Under the direction of the Project Delivery Team, the Consultant shall develop and implement a prequalification procedure for general contractors and selected specialty contractors and subcontractors with all required correspondences, solicitations, evaluation criteria, reports and records, and assist in the execution, selection activities and documentation of the procedures.

#### MONTHLY PROJECT REPORTS

The Consultant shall prepare a monthly summary project report and if applicable, separate reports for each project in a single volume as outlined hereinafter:

- Executive Summary Narrative
- Master Schedule - All Projects (where applicable)
- Executive Summary Cost Report - All Projects (where applicable)
- Project Reports
  - Narrative
  - Schedule Analysis and Report
  - Cost Analysis and Report
  - Issues Analysis and Report
  - Index of Monthly Logs
  - Project Photographs

### ADDITIONAL SERVICES

At the County's request, the Consultant shall provide additional services including, but not limited to, the following:

#### On-Call Engineering, Special Studies and Reports

The Consultant shall furnish staff for additional construction management services or other technical support services, or services are required to conduct special Value Engineering (VE) studies.

#### Equipment Management

The Consultant shall assist the County in the management of the design and acquisition of new equipment and furnishings including the coordination of Consultants, coordination of Owner-designed and furnished systems and the development of equipment and furnishings schedule.

#### Litigation Support

The Consultant shall assist the County in matters involving litigation. Services may include, but not be limited to:

- Documentation review
- Discovery assistance (document procedures, interrogatories, depositions, etc.)
- Claim analysis
- Cost analysis
- Expert witness services

The Consultant shall provide the following general scope of services for the Los Angeles County/USC Medical Center Replacement project including the "Make Ready" projects. It is anticipated that these services shall be provided throughout the course of the project as appropriate.

Attachment A  
Page 6

Services during Design

Contract Administration  
Finalize Team responsibilities  
Implement Project Procedures Manual  
Document control  
Issues tracking & reporting  
Master file/calendar/meeting minutes log  
Monthly reports  
Project Budget - Cost Tracking  
Construction costs: building, "Make Ready" projects  
Equipment costs  
Owner costs: regulatory agencies and commissioning  
Estimating  
Estimates at schematic, design development, and 50% & 100% construction documents  
Special studies  
Constructability / operational reviews  
Value engineering  
Monitor Architect progress  
Assist with regulatory agency approvals  
Prequalifications of contractor(s) and subcontractors; market analysis  
General Conditions and General Requirements review  
Site logistics and phasing plan  
Develop bid packages/coordinate bid process  
Pre-bid, bid and award meetings

Services during Construction

Contract Administration  
Project kickoff/planning meeting with GC's  
Monitor, analyze, & report on Architect activities  
RFIs and submittals  
Deferred approvals  
Change orders  
Certificates of payment  
Certificate of substantial completion  
Monitor, analyze & report on Contractor(s) activities  
Construction progress observations  
Conformance to construction documents  
Quality assurance oversight  
Coordination of contractors  
Deferred approvals  
Project progress/schedule  
Punch list/certificate of substantial completion  
Monitor facilities issues  
CFCI, OFCI, OFOI equipment/furnishings, purchasing, shop drawings, coordination with A/E and contractors, regulatory approvals, manufacture, delivery, warehousing and installation  
Assist with move planning  
Assist with licensing & certification / final occupancy  
Document controls  
Issues reporting  
Master file, calendar, meeting minutes log  
Monthly reports  
Maintain construction budget  
Review contractor(s) schedules  
Progress reporting & remedial activities  
Ongoing analysis of resource activities  
Estimate/review/comment on change requests  
Negotiate change orders and recommend action  
Regulatory agency approvals  
Claims management  
Marengo Garage Construction Management

PERIOD OF SERVICE

Consultant services shall be provided in a timely manner and consistent with schedules established with the design team during pre-construction phase of work. The work will commence upon receipt of Notice-to-Proceed by County's Project Manager and continue through October 1995.

WORK PLAN

Consultant shall provide a workplan within fifteen days after Notice-to-Proceed to coordinate work with other consultants on this project in order to avoid unnecessary duplication of services.

COMPENSATION

Services shall be rendered for a fee not to exceed . . . . . \$5,929,548

Consultant will submit monthly invoices based on the following:

Professional Services - based on the April 9, 1993 fee schedule and amount of hours the staff actually provides to the project.

Additional Services - based on the fee agreed upon by the County's Project Manager, and upon milestones completed.

Reimbursables - based on approval by the County's Project Manager and upon completion of task.

All invoices shall have an analysis of work completed for the month for Professional Services and Additional Services and an expenditure report for Reimbursable Services. All invoices shall have a previous expended total for each category. Consultant shall notify the County upon expending 80% of the fee.

May 13, 1993

ATTACHMENT B

CONSULTANT SERVICES AGREEMENT

CONSTRUCTION MANAGEMENT SERVICES

SPECIFICATIONS NO. 5019  
LAC + USC MEDICAL CENTER REPLACEMENT PROJECT  
1200 NORTH STATE STREET  
LOS ANGELES, CALIFORNIA

CONSTRUCTION QUALITY AND CONTRACTING DIVISION  
INTERNAL SERVICES DEPARTMENT  
COUNTY OF LOS ANGELES, CALIFORNIA

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

BY AND BETWEEN

COUNTY OF LOS ANGELES, A body corporate and politic, hereinafter referred to as "County,"

AND

O'BRIEN-KREITZBERG & ASSOCIATES, INC., hereinafter referred to as "Consultant"

The County has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide construction management support services for LAC+USC Medical Center Replacement Project, Specs. No. 5019.

The Consultant is a firm of recognized professionals with extensive experience and training in their specialized field. In rendering these services Consultant shall at a minimum exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert and technical services of a temporary and occasional character. The County has no available employees capable of performing such services for a temporary or occasional period; and

The parties hereto do mutually agree as follows:

1. Definition

"County" means either the County; the County, as agent for such joint powers authority or non-profit corporation as may be involved in the issuance of bonds, certificates of participation or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or non-profit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Attachment dated May 13, 1993.

3. Consideration

In consideration of the performance by the Consultant in a manner satisfactory to County of the services described in Paragraph 2 above including receipt and acceptance of such work by the Director of the Los Angeles County Internal Services Department (hereinafter called Director), County agrees to pay Consultant a



maximum fee of Three Million Nine Hundred Ninety Two Thousand Nine Hundred Sixty Three Dollars (\$3,992,963), total cost not to exceed such amount.

The County shall compensate the Consultant as follows:

a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by the Director, as stated in the Attachment dated May 13, 1993, up to a maximum of \$3,992,963. Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to the Director.

b. Supplemental Consultant Services will be provided for upon prior written authorization by the Director, and will be based on the Consultant's fee schedule on file with the Director.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services.

5. County's Responsibility

The County will make available Drawings, Specifications, and other records as available in County Internal Services Department file.

6. County's Representative

The Director or his authorized representative, shall represent the County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term and Termination

The terms of this Agreement shall commence on the date stipulated in the Notice to Proceed, and unless otherwise modified, shall terminate on the date that the work is accepted by the County. Such notice will be given by County to Consultant within 60 days after this Agreement is executed. County may at its sole option and discretion cancel or terminate this Agreement, without any liability other than payment for work already performed, up to the date of termination by giving 3 days written notice of such termination to Consultant. The Consultant shall be paid the reasonable value of his services rendered. In the event of any such termination by County, Consultant shall provide to County a termination report consisting of all drawings, specifications, reports and data accumulated to the date of such termination in a form capable of assimilation for use by County.

8. Indemnification

Consultant agrees to indemnify, defend and save harmless County, their Board of Supervisors, officers, agents and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with Consultant's negligent, willful or unlawful actions, operations or services hereunder including any Workers' Compensation suits, liability, or expense arising from or connected with services pursuant to this Agreement.

9. Insurance

Without limiting Consultant's indemnification of County, Consultant shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder:

- a. Liability: Such insurance shall be primary to and not contributing with any other insurance maintained by County, shall name the County of Los Angeles as an additional insured, and shall include, but not be limited to:
  - (1) Comprehensive General Liability insurance endorsed for Premises-Operation, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$1,000,000 per occurrence.
  - (2) Comprehensive Auto Liability endorsed for all owned and non-owned vehicles with a combined single limit of at least \$1,000,000 per occurrence.
- b. Workers' Compensation: A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services on behalf of Consultant and all risks to such persons under this Agreement.

Such insurance shall be provided by insurer(s) satisfactory to the County Risk Manager and evidence of such programs satisfactory to the County shall be delivered to County's representative on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that County is to be given written notice at least

thirty (30) days in advance of any modification or termination of any program of insurance. Failure on the part of Consultant to procure or maintain required insurance shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

10. Anti-Discrimination

The following provisions are required by Section 4.32.010 et seq. of the Los Angeles County Code:

Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries or holding companies are and will be treated equally by Consultant without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with State and Federal Anti-Discrimination laws. Consultant further certifies and agrees that it will deal with its Subcontractors, Bidders and Vendors without regard to or because of race, religion, ancestry, national origin or sex. Consultant agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by County.

Consultant specifically recognizes and agrees that if the County finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the contract. While the County reserves the right to determine individually that the anti-discrimination provision of the contracts have been violated, in addition a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated State or Federal Anti-Discrimination laws shall constitute a finding by County that Consultant have violated the anti-discrimination provisions of the contract.

At its option, and in lieu of cancelling, terminating or suspending the contract, County may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200.00) for each violation found and determined. County and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because, from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

11. Independent Contractor Status:

This Agreement is by and between the County of Los Angeles and Consultant and is not intended, and shall not be

construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant.

Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of Consultant pursuant to this Agreement.

12. Assignment

This Agreement shall not be assigned without the prior written consent of County. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

13. Forum Selection

Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by the Consultant, on Consultant's behalf or on the behalf of any subcontractor, which arises from this agreement or is concerning or connected with services performed pursuant to this agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

14. Conflict of Interest

No County employee whose position in County enables him to influence the award of this agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement.

15. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Contracts Administration  
County of Los Angeles  
Internal Services Department  
550 South Vermont Avenue  
Los Angeles, CA 90020  
(213) 738-2206

CONSULTANT

O'Brien-Kreitzberg & Associates,  
Inc.  
15821 Ventura Boulevard Blvd.  
Suite 625  
Encino, California 91436  
(818) 907-6666

The address for notice may be changed by giving notice pursuant to this paragraph.

16. Entire Agreement

This contract constitutes the entire Agreement between County and Consultant and may be modified only by further written Agreement between the parties hereto.

IN WITNESS HEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Director of the Internal Services Department, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers, the day, month and year first above written.

APPROVED AS TO FORM:  
DeWITT W. CLINTON  
County Counsel

O'BRIEN-KREITZBERG &  
ASSOCIATES, INC.

By \_\_\_\_\_  
Principal Deputy

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

COUNTY OF LOS ANGELES

\_\_\_\_\_  
General Manager  
Internal Services Department

Attachment

(CAOB.AG5)



## ATTACHMENT B

### CONSTRUCTION MANAGEMENT SERVICES AGREEMENT LAC + USC MEDICAL CENTER REPLACEMENT PROJECT (3 VOTES) (1)

O'Brien-Kreitzberg & Associates

#### SCOPE

Consultant services shall consist of all services customarily provided by the consultant during the design phases of work. Work shall include pre-construction and construction support to the County project delivery team as outlined in the County's Request for Proposals dated August 13, 1992 and in the Consultant's proposals dated December 8, 1992, and April 2, 1993 and shall include, but not be limited to the following listed services.

#### PRECONSTRUCTION MANAGEMENT

The Consultant will participate as part of the Project Delivery Team which is responsible for construction project management services. The Consultant will assign a Preconstruction Manager who will provide advisory services to the County in the following areas:

- Review of the products developed by the design consultant;
- Monitor the schedule and cost of the project;
- Advise and make recommendations to the County and Design Consultants on construction related issues;
- Develop and implement a Project Procedures Manual; advise the County as to procedures which will minimize or avoid claims;
- Participate in the performance of constructability and operational reviews;
- Review and comment upon the value engineering studies performed by others;
- Participate in the monitoring of the Architect's performance;
- Participate in the efforts to expedite regulatory agency approvals;
- Participate and support the M/WBE Programs Management effort;
- Monitor the "Make Ready Projects" management effort.

The Preconstruction Manager's services will be available through the construction phase of the project.



PROJECT CONTROLS

The Consultant shall provide an integrated project controls system for the management of the projects. The Consultant shall establish a master work breakdown structure with an associated resource management chart of accounts.

The Consultant will develop an integrated project controls system that provides for the management of all projects and integrates cost, schedule, change, document control, issues tracking, and master file system.

Cost Controls

The Consultant shall establish and maintain a project resource management system which provides for the management, control and documentation of resources (primarily funding and manpower) expended on the project. The Consultant shall provide the County current budget and cost reports for the project. Reports shall include a chart of accounts based on the work breakdown structure, budgets, and actual costs to the projects to include all project costs as requested and provided by the County. The Consultant shall prepare a monthly cost analysis and report for the project.

The Consultant will work with the integrated project management team to establish a master budget/commitments breakdown of the project's cost which will be integrated into the project controls system. Items in this breakdown shall include but not be limited to:

- Construction Costs
- Commissioning Costs
- Consultant Fees
- Testing/Inspection
- Regulatory Agency Costs
- Off Site Infrastructure
- Equipment and Furnishings Costs
- Contingencies
- All County Costs

#### Schedule Control

The Consultant shall maintain a comprehensive, detailed schedule on the projects using an automated Network Analysis System (NAS) and Critical Path Method (CPM) techniques. The Consultant shall update the schedules on a monthly basis, provide an analysis of progress and issues related to the project schedule and prepare recommendations on remedial actions required.

The Consultant shall prepare a project Master Schedule based upon information provided by the County, the Hospital, the consultants, and the general contractors. The Master Schedule shall incorporate major project activities, milestones, and critical interface items. The activities will encompass all primary tasks necessary to the successful completion of the project, including design, construction, off-site improvements, service agreements, training and occupancy. Critical activities shall be designated. The Consultant will monitor the schedule for compliance and alert the County and Hospital to actual or expected deviations.

#### Drawing Control

The Consultant shall establish a system to maintain and control all design drawings issued by the County's Consultants. The Drawing Control System shall be organized, indexed and cross-referenced with the established project work breakdown structure/chart of accounts.

#### Master Calendar/Meeting Minutes Log

The Consultant will maintain a master calendar of all significant events and meetings. The Consultant will prepare minutes of meeting attended.

#### Change Control

The Consultant shall establish and maintain a project Change Control system which provides for the management, control, tracking, and documentation of all changes to the project.

### CONTRACT ADMINISTRATION

The Consultant shall provide contract administration and management services of construction contracts including the maintenance of contract files, assistance in the preparation and review of all contract-related correspondence, establishment and execution of claims avoidance procedures, routine liaison with County Counsel and daily interface with Project Delivery Team cost/schedule controls elements.

The Consultant shall assist the County in processing and contracting for additional professional consultant services, such as surveying and geotechnical services, as required. Consulting services will be monitored for compliance and contractual obligations, as well as compliance with project schedule and budget.

The Consultant shall assist the County in developing appropriate language for the General Conditions and Division 1 of the Specifications.

As requested by the County, the Consultant shall review invoices submitted by other consultants for compliance with contract, accuracy, and consistency with the progress of work completed to date.

### M/WBE PROGRAMS MANAGEMENT

The Consultant shall be responsible for community outreach during the project. This effort will include the involvement of elected officials and other policy leaders.

The Consultant shall support the County in serving community needs during both the preconstruction and construction phases of the project by establishing and implementing a Minority and Women-owned Business Enterprise (M/WBE) outreach program, local business utilization and community relations program.

The Consultant shall work with the County's Affirmative Action Office, local business organizations and Public Affairs staff to maintain continuity on meeting sites, promotional literature and bulletins. The Consultant shall work with public service organizations, such as law enforcement, fire and emergency services and traffic control, as well as business associations in this program, to inform them of activities that will affect them and to prepare for any interruptions in typical services.

The Consultant will recommend M/WBE goals for construction and other contracts and assist in contract packaging strategy in order to increase M/WBE opportunities.

#### "MAKE READY" PROJECTS MANAGEMENT

The Consultant shall provide a project manager and technical facilities personnel to support the Facilities Implementation Team (FIT) Site staff. "Make Ready" Projects and tasks include:

- Assisting in developing swing spaces for temporary departmental relocation;
- Development of relocation options;
- Planning/coordinating moves with FIT site staff and hospital staff;
- Defining maintenance and alteration requirements with FIT site staff and hospital staffs;
- Assisting in the development of the scope of work for design and construction projects;
- Maintaining records of all events and meetings related to Make Ready Projects.

In addition, the Make Ready Projects Management personnel shall assist the FIT site staff with the following:

- Selection of architects and engineers relative to Make Ready Projects;
- Writing of Board and Delegation letters related to Make Ready Projects;
- Preparing correspondence to outside agencies relative to the relocation of medical center departments;
- Interaction with outside agencies relative to Make Ready Projects;
- Maintaining Make Ready Project Schedules;

Attachment B  
Page 6

- Development of the Master Project Schedule relative to Make Ready Projects and their impact on the new construction;
- Preparing documents for the construction of Make Ready Projects;
- Preparing (and giving) presentations to hospital staff concerning department displacement and relocations;
- Assisting in the preparation of transition (moving) plans and executing plans moving from one location to another;
- Interfacing with asbestos survey and removal activities; scheduling the inspection and testing of medical center buildings;
- Scheduling of parking lot relocation and parking disruption;

ADDITIONAL SERVICES

The Consultant shall provide additional services to the County which may include, but not be limited to the following:

**On-Call Engineering, Special Studies and Reports**

The Consultant shall furnish staff for additional construction management services or other technical support services including services as are required to conduct special Value Engineering (VE) studies.

**Equipment Management**

The Consultant shall assist the County in the management of the design and acquisition of new equipment and furnishings; including the coordination of Consultants, coordination of Owner designed and furnished systems and the development of equipment and furnishings schedule.

#### Litigation Support.

The Consultant shall assist the County in matters involving litigation. Services may include, but not be limited to:

- Documentation review;
- Discovery assistance (document productions, interrogatories, depositions, etc.)
- Claim analysis
- Cost analysis
- Expert witness services

#### WORK PLAN

Consultant shall provide a workplan within fifteen days after Notice-to-Proceed to coordinate work with other consultants on this project in order to avoid unnecessary duplication of services.

#### COMPENSATION

Services shall be rendered for a fee not to exceed . . . . . \$3,992,963

Consultant shall submit monthly invoices based on the following:

Professional Services - based on the April 2, 1993, fee schedule and amount of hours the staff actually provides to the project.

Additional Services - based on the fee agreed upon by the County's Project Manager, and upon milestones completed.

Reimbursables - based on approval by the County's Project Manager and upon completion of task.



Attachment B  
Page 8

All invoices shall have an analysis of work completed for the month for Professional Services and Additional Services and an expenditure report for Reimbursable Services. All invoices shall have a previous expended total for each category. Consultant shall notify the County upon expending 80% of the fee.

May 13, 1993

SYNE

66

OF MAY 25 1993

0001399

ATTACHMENT C

CONSTRUCTION MANAGEMENT SERVICES AGREEMENT  
LAC + USC MEDICAL CENTER REPLACEMENT PROJECT  
(3 VOTES) (1)

FEE MATRIX DESCRIBING THE COST SAVINGS TO THE COUNTY

(SEE NEXT UNDER)

May 13, 1993

LAC+USC MED. CENTER  
CONSTRUCTION MANAGEMENT PROPOSAL COMPARISON

ATTACHMENT C

April 1993

| DESCRIPTION                              | ORIGINAL PROPOSAL<br>(Turner with<br>OK as sub-<br>consultant) | ORIGINAL PROPOSAL<br>(Turner only)<br>AMOUNT | ORIGINAL PROPOSAL<br>(OK only)<br>AMOUNT | REVISED PROPOSAL<br>(Turner as<br>Prime)<br>AMOUNT | REVISED PROPOSAL<br>(OK as<br>Prime)<br>AMOUNT |
|--|--|--|--|--|--|
| MEDICAL CENTER                           |  |  |  |  |  |
| Sr. Capital Projects Manager             | 703,288  | 703,288                                      |  | 703,288  |  |
| Preconstruction Manager                  | 552,584  |  | 552,584                                  |  | 502,431  |
| Construction Manager                     | 552,584  | 552,584                                      |  |  |  |
| Asst. Construction Mgr.-Const. Issues    | 426,997  | 426,997                                      |  | 552,584  |  |
| Asst. Construction Mgr.-Const. Issues    | 291,239  | 291,239                                      |  | 426,997  |  |
| Asst. Construction Mgr.-Construction     | 126,479  | 126,479                                      |  | 291,239  |  |
| Asst. Construction Mgr.- Construction    | 119,039  | 119,039                                      |  | 126,479  |  |
|  |  |  |  | 119,039  |  |
| Project Controls Manager                 | 502,349  |  | 502,349                                  |  |  |
| Project Controls Coordinator             | 368,971  |  | 368,971                                  |  | 452,188  |
| Drawing Controls Clerk                   | 111,599  |  | 111,599                                  |  | 325,572  |
| Construction Budget/Cost Control Engr.   | 401,879  | 401,879                                      |  |  | 111,630  |
| Project Scheduler                        | 426,997  |  | 426,997                                  | 401,879  |  |
| Construction Contract Administration     | 119,039  |  | 119,039                                  |  | 426,066  |
| Safety/OSHA/EPA MSDS Issues              | 111,599  | 111,599                                      |  |  | 107,165  |
|  |  |  |  | 111,599  |  |
| Chief Estimator                          | 72,721   | 72,721                                       |  |  |  |
| Senior Estimator                         | 502,349  | 502,349                                      |  | 72,721   |  |
| Senior Estimator - MEP                   | 56,576   | 56,576                                       |  | 502,349  |  |
| Estimator - Arch.                        | 114,175  | 114,175                                      |  | 56,576   |  |
| Estimator - Arch.                        | 107,459  | 107,459                                      |  | 114,175  |  |
|  |  |  |  | 107,459  |  |
| MEP Systems Estimators                   | 408,449  | 408,449                                      |  |  |  |
|  |  |  |  | 408,449  |  |
| Civil/Structural Engineers               | 287,909  | 287,909                                      |  |  |  |
|  |  |  |  | 287,909  |  |
| Manager MBE/WBE Programs                 | 426,997  |  | 426,997                                  |  |  |
| Assistant - MBE/WBE Programs             | 303,859  |  | 303,859                                  |  | 386,872  |
|  |  |  |  |  | 303,859  |
| Administrative Assistant                 | 200,940  | 200,940                                      |  |  |  |
| Administrator/Document Control           | 158,240  | 158,240                                      |  | 200,940  |  |
| Secretary #2                             | 131,867  | 131,867                                      |  | 158,240  |  |
|  |  |  |  | 131,867  |  |
| Graphics and Drafting Support            | 175,824  |  | 175,824                                  |  |  |
| Subtotal Medical Center                  | 7,762,008  | 4,773,989                                    | 2,988,219                                | 4,773,989  | 183,290  |
|  |  |  |  |  | 2,780,082                                      |
| MAKE READY PROJECTS                      |  |  |  |  |  |
| Manager - Make Ready Projects            | 502,349  |  | 502,349                                  |  |  |
| Facilities Issues/Transition Coordinator | 368,971  |  | 368,971                                  |  | 452,188  |
| Asst. CM Marengo Garage                  | 401,879  | 401,879                                      |  |  | 334,254  |
| Subtotal Make Ready Projects             | 1,273,199  | 401,879                                      | 871,320                                  | 401,879  |  |
|  |  |  |  | 401,879  | 786,442  |
| Additional Services                      | 500,000  | 250,000                                      | 250,000                                  |  |  |
| Reimbursable Costs                       | 780,320  | 603,880                                      | 176,440                                  | 250,000  | 250,000  |
|  |  |  |  | 503,880  | 176,440  |
| TOTAL                                    | 10,315,527   | 6,029,548                                    | 4,285,979                                | 5,929,548  | 3,997,964                                      |
|  |  |  |  | Plus Turner  | 5,929,548                                      |
|  |  |  |  | TOTAL  | 9,922,512                                      |

66 OF MAY 2, 1993

ATTACHMENT D

CONSTRUCTION MANAGEMENT SERVICES AGREEMENT  
LAC + USC MEDICAL CENTER REPLACEMENT PROJECT  
(3 VOTES) (1)

SUMMARY OF MINORITY AND M/WBE PARTICIPATION  
(SEE NEXT UNDER)

May 13, 1993

SYNE

66

OF MAY 25 1993

0001902

Firm Name: Turner Construction Company

|   |
|---|
| MINORITY AND WOMEN OWNED FIRM INFORMATION |
|---|

INSTRUCTIONS: All proposers responding to this RFP must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR Section 23.5.

MINORITY/WOMEN PARTICIPATION FIRM  
 (Partners, Associates Partners Managers, Staff, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM: 150 Los Angeles  
2932 Nationwide

|   | OWNERS/PARTNERS<br>ASSOCIATE PARTNERS | MANAGERS  |             | STAFF      |            |
|---|---------------------------------------|-----------|-------------|------------|------------|
|   |                                       | LA        | National    | LA         | National   |
| Black/African American  | <u>0</u>                              | <u>7</u>  | <u>91</u>   | <u>5</u>   | <u>141</u> |
| Hispanic/Latin American   | <u>0</u>                              | <u>3</u>  | <u>36</u>   | <u>21</u>  | <u>55</u>  |
| Asian American  | <u>0</u>                              | <u>3</u>  | <u>62</u>   | <u>35</u>  | <u>20</u>  |
| Portuguese American   | <u>0</u>                              | <u>0</u>  | <u>0</u>    | <u>0</u>   | <u>0</u>   |
| American Indian/<br>Alaskan Native  | <u>0</u>                              | <u>0</u>  | <u>1</u>    | <u>6</u>   | <u>4</u>   |
| All Others  | <u>0</u>                              | <u>94</u> | <u>1858</u> | <u>6</u>   | <u>664</u> |
| Women (Should be included<br>in counts above <u>and</u> also<br>reported here separately) | <u>0</u>                              | <u>6</u>  | <u>312</u>  | <u>164</u> | <u>483</u> |

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

TYPE OF BUSINESS STRUCTURE: Corporation - Publicly traded  
(Corporation, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF OWNER/PARTNERS, ETC.: 0

PERCENTAGE OF OWNERSHIP

Black/African American 0  
Hispanic/Latin American 0  
Asian American 0  
American Indian/  
Alaskan Native 0  
All Others 0  
Women (should be included  
in counts above and also  
reported here separately) 0

III. CURRENT CERTIFICATION AS MINORITY/WOMEN-OWNED FIRM

IS YOUR FIRM CURRENTLY CERTIFIED AS A MINORITY OWNED BUSINESS FIRM BY THE:

State of California? YES X NO  
City of Los Angeles? YES X NO  
Federal Government? YES X NO

WE (X)DO ( )DO NOT WISH TO PROVIDE THE INFORMATION REQUIRED IN THIS FORM.

Firm Name: Turner Construction Company

Signed: [Signature]

Date: August 31, 1992

Title: Robert L. Wund, Vice President & Territory General Manager



Firm Name: O'Brien-Kreitzberg & Associates, Inc.

MINORITY AND WOMEN OWNED FIRM INFORMATION

INSTRUCTIONS: All proposers responding to this RFP must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR Section 23.5.

MINORITY/WOMEN PARTICIPATION FIRM  
(Partners, Associates Partners Managers, Staff, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM: 462

|   | OWNERS/PARTNERS<br>ASSOCIATE PARTNERS | MANAGERS   | STAFF      |
|---|---------------------------------------|------------|------------|
| Black/African American  | <u>0</u>                              | <u>3</u>   | <u>27</u>  |
| Hispanic/Latin American   | <u>0</u>                              | <u>10</u>  | <u>21</u>  |
| Asian American  | <u>0</u>                              | <u>3</u>   | <u>35</u>  |
| Portuguese American   | <u>0</u>                              | <u>0</u>   | <u>0</u>   |
| American Indian/<br>Alaskan Native  | <u>0</u>                              | <u>2</u>   | <u>6</u>   |
| All Others  | <u>2</u>                              | <u>129</u> | <u>224</u> |
| Women (Should be included<br>in counts above <u>and</u> also<br>reported here separately) | <u>0</u>                              | <u>21</u>  | <u>164</u> |

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

TYPE OF BUSINESS STRUCTURE: Corporation

(Corporation, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF OWNER/PARTNERS, ETC.: 2

PERCENTAGE OF OWNERSHIP

Black/African American 0

Hispanic/Latin American 0

Asian American 0

American Indian/  
Alaskan Native 0

All Others 2

Women (should be included  
in counts above and also  
reported here separately) 0

III. CURRENT CERTIFICATION AS MINORITY/WOMEN-OWNED FIRM

IS YOUR FIRM CURRENTLY CERTIFIED AS A MINORITY OWNED BUSINESS FIRM BY THE:

State of California?        YES       X       NO

City of Los Angeles?        YES       X       NO

Federal Government?        YES       X       NO

WE (X)DO ( )DO NOT WISH TO PROVIDE THE INFORMATION REQUIRED IN THIS FORM.

Firm Name: O'Brien-Kreitzberg & Associates, Inc.

Signed: 

Date: August 31, 1992

Title: Joseph L. Seibold, P.E., Vice President

ATTACHMENT E

CONSTRUCTION MANAGEMENT SERVICES AGREEMENT  
LAC + USC MEDICAL CENTER REPLACEMENT PROJECT  
(3 VOTES) (1)

M/WBE OWNERSHIP AND PARTICIPATION FACT SHEET

(SEE NEXT UNDER)

May 13, 1993

SYN

66

OF MAY 25 1993

0601907

## ATTACHMENT E

### CONSTRUCTION MANAGEMENT SERVICES AGREEMENT LAC + USC MEDICAL CENTER REPLACEMENT PROJECT (3 VOTES) (1)

Each firm involved in the Request for Proposal provided information relative to minority ownership and employment. Data provided as a result of this request is outlined below.

| <u>Firms</u>                               | <u>Female/<br/>Minority<br/>Ownership*</u> | <u>Minority<br/>Managers</u> | <u>Minority<br/>Employment</u> | <u>Total<br/>Staff</u> | <u>Short<br/>List</u> | <u>Proposed M/WBE<br/>Participation<br/>(Project-Specific)</u> |
|--|--|------------------------------|--------------------------------|------------------------|-----------------------|--|
| Turner Construction/<br>O'Brien-Kreitzberg | Public Corp                                | 5%                           | 25%                            | 612                    | Y                     | 50%  |
| CRSS/Fluor                                 | Public Corp                                | 3%                           | 12%                            | 5541                   | Y                     | 50%  |
| JCM/Hill International                     | 8%   | 2%                           | 17%                            | 271                    | Y                     | 40%  |
| CMR/CGR&K                                  | 55%  | 6%                           | 24%                            | 34                     | Y                     | 65%  |
| Lehrer McGovern Bovis                      | Public Corp                                | 2%                           | 19%                            | 747                    | Y                     | 15%  |
| Greg Autry                                 | Not Provided                               | 5%                           | 31%                            | 8                      | N                     | N/A  |
| Heery International                        | 0.11%                                      | 2%                           | 9%                             | 506                    | N                     | N/A  |
| Morse Diesel/<br>Leo A. Daly               | Public Corp                                | 2%                           | 10%                            | 1386                   | N                     | N/A  |
| Parsons Company                            | 36%  | 2%                           | 46%                            | 9108                   | N                     | N/A  |
| Wendland Nahmias AIA<br>& Associates       | Not Provided                               | .                            | .                              | .                      | N                     | .  |

May 13, 1993

ATTACHMENT F

CONSTRUCTION MANAGEMENT SERVICES AGREEMENT  
LAC + USC MEDICAL CENTER REPLACEMENT PROJECT  
(3 VOTES) (1)

SUMMARY OF CONSULTANT'S THREE-YEAR CONTRACTING HISTORY WITH  
LOS ANGELES COUNTY

(SEE NEXT UNDER)

May 13, 1993

3-YEAR CONTRACTING HISTORY

LIST ALL CURRENT AND COMPLETED CONTRACTS WITH THE COUNTY FOR THE PAST THREE YEARS (begin with the most recent project)

CONTRACT TYPE/DESCRIPTION MLK Trauma Center CONTRACT NUMBER  
 TYPE OF WORK Construction Management IS 1.0724  
 DEPARTMENT ISD/DHS  
 ADDRESS 12021 S. Wilmington, LA 90059 CONTRACT AMOUNT  
1,922,000  
 COUNTY CONTRACT NAME/PHONE Al Fathy (213)250-1118 DATE OF CONTRACT  
 IF CONSTRUCTION ARCHITECT NAME/PHONE Lanqdon Wilson, KDG 7/7/92  
 TYPE OF FACILITY Trauma Center

CONTRACT TYPE/DESCRIPTION \_\_\_\_\_ CONTRACT NUMBER  
 TYPE OF WORK \_\_\_\_\_  
 DEPARTMENT \_\_\_\_\_ CONTRACT AMOUNT  
 ADDRESS \_\_\_\_\_  
 COUNTY CONTRACT NAME/PHONE \_\_\_\_\_ DATE OF CONTRACT  
 IF CONSTRUCTION ARCHITECT NAME/PHONE \_\_\_\_\_  
 TYPE OF FACILITY \_\_\_\_\_

CONTRACT TYPE/DESCRIPTION \_\_\_\_\_ CONTRACT NUMBER  
 TYPE OF WORK \_\_\_\_\_  
 DEPARTMENT \_\_\_\_\_ CONTRACT AMOUNT  
 ADDRESS \_\_\_\_\_  
 COUNTY CONTRACT NAME/PHONE \_\_\_\_\_ DATE OF CONTRACT  
 IF CONSTRUCTION ARCHITECT NAME/PHONE \_\_\_\_\_  
 TYPE OF FACILITY \_\_\_\_\_

CONTRACT TYPE/DESCRIPTION \_\_\_\_\_ CONTRACT NUMBER  
 TYPE OF WORK \_\_\_\_\_  
 DEPARTMENT \_\_\_\_\_ CONTRACT AMOUNT  
 ADDRESS \_\_\_\_\_  
 COUNTY CONTRACT NAME/PHONE \_\_\_\_\_ DATE OF CONTRACT  
 IF CONSTRUCTION ARCHITECT NAME/PHONE \_\_\_\_\_  
 TYPE OF FACILITY \_\_\_\_\_

CONTRACT TYPE/DESCRIPTION \_\_\_\_\_ CONTRACT NUMBER  
 TYPE OF WORK \_\_\_\_\_  
 DEPARTMENT \_\_\_\_\_ CONTRACT AMOUNT  
 ADDRESS \_\_\_\_\_  
 COUNTY CONTRACT NAME/PHONE \_\_\_\_\_ DATE OF CONTRACT  
 IF CONSTRUCTION ARCHITECT NAME/PHONE \_\_\_\_\_  
 TYPE OF FACILITY \_\_\_\_\_

CONTRACT TYPE/DESCRIPTION \_\_\_\_\_ CONTRACT NUMBER  
 TYPE OF WORK \_\_\_\_\_  
 DEPARTMENT \_\_\_\_\_ CONTRACT AMOUNT  
 ADDRESS \_\_\_\_\_  
 COUNTY CONTRACT NAME/PHONE \_\_\_\_\_ DATE OF CONTRACT  
 IF CONSTRUCTION ARCHITECT NAME/PHONE \_\_\_\_\_  
 TYPE OF FACILITY \_\_\_\_\_

ATTACHMENT F



ENR

3-YEAR CONTRACTING HISTORY

69

LIST ALL CURRENT AND COMPLETED CONTRACTS WITH THE COUNTY FOR THE PAST THREE YEARS (Begin with the most recent project)

Construction Scheduling/  
Monitoring

CONTRACT TYPE/DESCRIPTION Const...Schedule Review CONTRACT NUMBER 52065

TYPE OF WORK ISD

DEPARTMENT 1100 N. Eastern, LA 90063 CONTRACT AMOUNT 1,155,000

ADDRESS Jerome Orland

COUNTY CONTACT NAME/PHONE N/A DATE OF CONTRACT 4/25/86

IF CONSTRUCTION ARCHITECT NAME/PHONE N/A

TYPE OF FACILITY Courthouse

CONTRACT TYPE/DESCRIPTION \_\_\_\_\_ CONTRACT NUMBER \_\_\_\_\_

TYPE OF WORK \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ CONTRACT AMOUNT \_\_\_\_\_

ADDRESS \_\_\_\_\_

COUNTY CONTACT NAME/PHONE \_\_\_\_\_ DATE OF CONTRACT \_\_\_\_\_

IF CONSTRUCTION ARCHITECT NAME/PHONE \_\_\_\_\_

TYPE OF FACILITY \_\_\_\_\_

CONTRACT TYPE/DESCRIPTION \_\_\_\_\_ CONTRACT NUMBER \_\_\_\_\_

TYPE OF WORK \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ CONTRACT AMOUNT \_\_\_\_\_

ADDRESS \_\_\_\_\_

COUNTY CONTACT NAME/PHONE \_\_\_\_\_ DATE OF CONTRACT \_\_\_\_\_

IF CONSTRUCTION ARCHITECT NAME/PHONE \_\_\_\_\_

TYPE OF FACILITY \_\_\_\_\_

CONTRACT TYPE/DESCRIPTION \_\_\_\_\_ CONTRACT NUMBER \_\_\_\_\_

TYPE OF WORK \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ CONTRACT AMOUNT \_\_\_\_\_

ADDRESS \_\_\_\_\_

COUNTY CONTACT NAME/PHONE \_\_\_\_\_ DATE OF CONTRACT \_\_\_\_\_

IF CONSTRUCTION ARCHITECT NAME/PHONE \_\_\_\_\_

TYPE OF FACILITY \_\_\_\_\_

CONTRACT TYPE/DESCRIPTION \_\_\_\_\_ CONTRACT NUMBER \_\_\_\_\_

TYPE OF WORK \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ CONTRACT AMOUNT \_\_\_\_\_

ADDRESS \_\_\_\_\_

COUNTY CONTACT NAME/PHONE \_\_\_\_\_ DATE OF CONTRACT \_\_\_\_\_

IF CONSTRUCTION ARCHITECT NAME/PHONE \_\_\_\_\_

TYPE OF FACILITY \_\_\_\_\_

CONTRACT TYPE/DESCRIPTION \_\_\_\_\_ CONTRACT NUMBER \_\_\_\_\_

TYPE OF WORK \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ CONTRACT AMOUNT \_\_\_\_\_

ADDRESS \_\_\_\_\_

COUNTY CONTACT NAME/PHONE \_\_\_\_\_ DATE OF CONTRACT \_\_\_\_\_

IF CONSTRUCTION ARCHITECT NAME/PHONE \_\_\_\_\_

TYPE OF FACILITY \_\_\_\_\_